



GEOTECH INC.

CONSULTING ENGINEERS & LAND SURVEYORS

1207 Cedarwood Dr, Crest Hill, IL 60403 • 815-730-1010 • geotechconsultantsinc.com

May 15, 2023

Via E-mail

Ron Wiedeman, City Engineer
City of Crest Hill
2090 Oakland Avenue
Crest Hill, Illinois 60403
P: 815-741-5122
Email: rwiedeman@cityofcresthill.com

RE: Professional Land Surveying Services – Plat of Easement with existing conditions
Two (2) Locations with a total of nine (9) individual sites in the City of Crest Hill

Dear Mr. Wiedeman:

Pursuant to your email request for Geotech Incorporated to provide professional land surveying services for the two (2) locations along Theodore Street, within the City of Crest Hill, where existing retaining walls are necessary for the improvements of Theodore Street; we are pleased to submit the following fee:

\$3,000.00	Kelly Wall Location: East of Raynor Avenue to Kelly Avenue, across the southern limits of three lots; 756 Theodore Street, 754 Theodore Street, and 1601 Kelly Avenue. Tax ID numbers: 04-33-324-018, 04-33-324-019, and 04-33-324-023.
\$6,000.00	Cora Wall Location: East of Center Street to Cora Street, across the southern limits of six lots; 360 Theodore Street, 358 Theodore Street, 356 Theodore Street, 354 Theodore Street, 352 Theodore Street, and 1601 Cora Street. Tax ID numbers: 04-33-409-019, 04-33-409-020, 04-33-409-021, 04-33-409-022, 04-33-409-029, and 04-33-409-030.

Each Location will include the following:

- Preparation of an individual Plat of Easement for each of the above-mentioned lots, which will include both the permanent and temporary construction easements.
- The property limits of each lot will be included on each Plat of Easement.
- The Plat of Easement will include onsite visible improvements, above ground utilities and visible evidence of underground utilities within 5 feet of the perimeter boundary limits, as well as the back of curb or edge of pavement in areas with frontage along public roadways.

If any additional items are required to be located and included onto the survey, additional fees may be required. Any additional work will be charged on an hourly basis, according to the current Geotech, Inc., Fee Schedule and is subject to change without notice.

This Plat of Easement will not be considered a Plat of Survey. If one is required, additional fees under a new proposal will be provided for those services.

It is the **Client's** responsibility to provide Geotech, Inc. with a copy of a title commitment (if one is available), copies of any easements (if available), current vesting deed(s), and permission of access onto the property to be surveyed, within 3 business days following the notice to proceed.

It is anticipated that these sites will be ordered together (at the same time) with the anticipated completion time of 5-6 weeks following notice to proceed.

Signed and sealed Plat of Easements will be available for pick-up at our office. An electronic copy, in the form of PDF format will be emailed to your attention. Payment terms for this contract will be due at completion of the Plat of Easement for services rendered and are the responsibility of the

undersigned. Payment is not contingent on anything including securing financing, lease agreements/assignment, sale of this property or payments from other entities.

All CAD files prepared by this office are the property of Geotech, and will be distributed solely at the discretion of an authorized Geotech representative and only after receipt of payment of rendered services in-full.

We appreciate the opportunity to submit this proposal and look forward to working with you on this and possibly future projects. If you have any questions, please don't hesitate to contact our office. If you would like us to proceed with the project, please sign this proposal and return it to our office.

Sincerely,
Geotech, Inc.



Christopher M. Papesh
Director of Land Surveying

Encl. Fee Schedule & General Conditions

ACCEPTANCE OF PROPOSAL, FEE SCHEDULE, AND GENERAL CONDITIONS

CLIENT: _____

SIGNATURE: _____

NAME (PRINT): _____

DATE: _____



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RATE SCHEDULE

Staff Position	Hourly Rate
Principal	\$180.00
Senior Engineer/Surveyor	\$140.00
Project Manager	\$130.00
Project Engineer/Surveyor	\$110.00
CAD Technician	\$90.00
3 Person Survey Crew	\$275.00
2 Person Survey Crew	\$225.00
1 Person Survey Crew	\$200.00
Secretarial/Research Clerk	\$75.00

All reimbursable expenses are invoiced on a cost-plus basis.

Hourly rates listed include overhead and profit.

Overtime rates shall be 1.5 times the listed hourly rates.

Rates for Survey Crew include equipment and vehicle.

GENERAL CONDITIONS

Item 1. Scope of Work. Geotech Inc. (GEOTECH) shall perform services in accordance with an agreement made with the "client". The agreement consists of GEOTECH's proposal, Standard Fee Schedule, and these General Conditions. The Client is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of GEOTECH's proposal signifies that acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom client releases any part of GEOTECH's work. GEOTECH shall have no obligations to any party other than those expressed in this agreement.

Item 2. Client's Responsibility. Client shall provide GEOTECH, with all available information, drawings and documents pertaining to the Project to permit GEOTECH to render its services. Client shall notify GEOTECH of any changes in design, scope or schedule; understanding any such changes will affect the budget and schedule of the Project. Client shall appoint a single point of contact to act as liaison between the client and GEOTECH.

Item 3. Site Access. The client will provide for the right-of-access to the work site, and adjacent properties if necessary. In the event the work site is not owned by the client, client represents to GEOTECH that all necessary permissions for GEOTECH to enter the site and conduct the work, have been obtained.

Item 4. Permits and Approvals. It is the responsibility of the Owner to obtain all necessary permits and approvals. GEOTECH will provide assistance as specified in the proposed Scope of Work.

Item 5. Hazardous Materials and Conditions. Unless otherwise provided by this Agreement, GEOTECH and GEOTECH'S consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Item 6. Standard of Care. GEOTECH will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties, implied or expressed, in fact or by law, are made or intended in this agreement.

Item 7. Limitations of Liability. The client agrees to limit GEOTECH's liability to the client an all parties claiming through the client or otherwise claiming reliance on GEOTECH's services, allegedly arising from GEOTECH's professional acts or errors and omissions, to a sum not to exceed GEOTECH's fees for the services performed on the project or the amount of professional liability insurance coverage available to GEOTECH at the time the claim is to be resolved. No individual owner or employee of GEOTECH will be individually liable for any claim arising out of or related to this contract. GEOTECH shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, cost of seasonal construction conditions or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of services rendered under this agreement.

Item 8. Insurance. GEOTECH represents that the company maintains professional liability insurance, general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that GEOTECH's employees are covered by Workman's Compensation Insurance. Certificate of Insurance can be provided to the client upon written request. GEOTECH shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions.

Item 9. Contractor Insurance and Indemnification. GEOTECH and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify GEOTECH and/or any subconsultants from any claims arising from the

work. GEOTECH and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming GEOTECH as an additional named insured with respect to the work on a primary and non-contributing basis. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificate of insurance shall not constitute a waiver of this provision by GEOTECH.

Item 10. Modifications. This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor GEOTECH may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supercede all prior or contemporaneous communications, representations, or agreement, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or contradictory provisions, whether written or oral.

Item 11. Payment. Unless otherwise stated in contract, invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected monthly payment. An interest charge of 1.5% per month will be added to delinquent charges; however, GEOTECH, at its option, may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate GEOTECH for all services performed prior to and for such termination

Item 12. Additional Charges. Should the Client request additional services which are beyond the scope of this Agreement, GEOTECH will perform the work in a time and materials basis using standard billing rates. If GEOTECH receives a subpoena, from any entity, for documents or for a deposition of any of its employees, in any litigation or governmental action growing out of or related to the proposal, Client agrees to pay GEOTECH its normal hourly rates incurred in responding to the same and for any legal fees GEOTECH incurs by retaining attorneys to respond to said subpoena or governmental action.

Item 13. Reuse of Documents. All documents, drawings, and electronic files created by GEOTECH for the Project are instruments of service. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this Project or any other Project. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed and sealed hard-copy construction documents shall govern. Any reuse without written verification or adaptation by GEOTECH will be at the Client's sole risk and without liability to GEOTECH; the Client shall indemnify and hold harmless GEOTECH from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from Client's reuse of GEOTECH drawings, documents, and electronic files.

Item 14. Termination or Suspension. Client may terminate this agreement upon fourteen (14) days written notice to GEOTECH. GEOTECH shall be entitled to payment for work completed and expenses incurred as the date of termination, including work and expenses necessary to protect the integrity of the project. If the Client breaches its obligations under the proposal or these Standard Terms and Condition, then GEOTECH reserves the right to pursue appropriate claim for damages including suspension and termination of services.

Item 15. Controlling Law. This Agreement is to be governed by the laws of the State of Illinois.

Item 16. Jobsite Safety/Supervision. GEOTECH shall not at any time supervise, direct, or have control over any contractor's work, nor shall GEOTECH have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

Item 17. Opinion of Probable Costs. It is recognized that GEOTECH has no control over the cost of materials, labor or equipment, or over the Contractors method of determining process, or over competitive bidding or market conditions, GEOTECH's opinions of probable construction cost provided for herein are to be made on the basis



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GENERAL CONDITIONS

of GEOTECH's experience and qualifications and represent GEOTECH's judgment as a design professional familiar with the project, but GEOTECH cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from the opinions of probable construction cost provided under this Agreement.

Item 18. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

Item 19. Validity of Proposals. Unless otherwise specified, the validity of any GEOTECH proposal for professional services provided by GEOTECH, prior to being accepted by the proposed client, shall only remain valid for a period of 60 days from the date of the proposal. Geotech retains the rights to accept or reject any proposal that is older than the 60 day period.

Item 20. Legal Actions. All legal actions by either party against the other for breach of this proposal or failure to perform in accordance with the standard of care, however denominated or titled, shall be barred two (2) years after the client knew or should have known of the claim, or the date of Substantial Completion of GEOTECH's work (usually defined as when GEOTECH's work product is approved by the applicable, reviewing governmental body), or the date of final payment to GEOTECH for services rendered under this proposal, whichever is earliest. Should it become necessary for GEOTECH to enforce any term of the provisions of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, including but not limited to witness fees, court costs and attorney fees shall be paid by the CLIENT.

Item 21. Mediation. Prior to initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of, or in relation to the interpretation, application and or enforcement of this proposal to mediation. Mediation shall be conducted under the auspices of the American Arbitration Association (AAA) in accordance to its existing terms and procedures. The cost of the mediation will be borne equally by the parties. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this proposal and AAA. This Item will survive completion of or termination of this proposal. However, any claim for mediation under this proposal must be filed in the time frame set out in Item 20. Under no circumstances will a claim for mediation be valid and enforceable unless it is timely filed under the terms of Item 20.

Item 22. Entire Agreement. The proposal and these General Conditions represent the entire and integrated agreement between the client and GEOTECH and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both the client and GEOTECH.

Item 23. Savings Clause. If any provision of the proposal or these General Conditions, or the application thereof to any person, party or circumstances shall to any extent be determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other provision of the proposal and General Conditions.